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ILLINOIS COMMERCE COMMISSION

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ILLINOIS COMMERCE COMMISSION

ORIGINAL

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CHIEF CLERK'S OFFICE

Craig Wetter,

Complainant

v.

Commonwealth Edison Company,

Respondent

Docket No. 03-0153

Answer

COMMONWEALTH EDISON COMPANY ("ComEd"), by and through its attorneys, hereby answers and pleads in response to Craig Wetter's ("Wetter") Complaint in this action as follows:

1. The actions of Com Ed complained of herein first occurred on June 5th, 1998. At that time I leased an Apartment to Ricardo Cantu who complained that Com Ed refused to provide electric service. I verified this complaint by calling Com Ed. At 4:41 PM on June 5th, I spoke with Mia Grey. She informed me that Cantu was refused service due to the fact that there was unpaid electric use prior to his leasing the apartment.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph, specifically including any allegations relating to events not involving Respondent. Therefore, the allegations herein are denied.

2. Mia Grey also informed me that absent the unpaid electric use, Cantu would still not receive service unless a customer charge was paid for any time the electric was off.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

3. Upon subsequent investigation I discovered that the usage Mia Grey referred to could only have come from the prior resident.

ANSWER: No response is required to the allegations contained in paragraph 3.

4. Subsequent to the incident of June 1998, various representatives of Com Ed have verified that they routinely shift balances from one account to another.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph due to the indefinite nature of the claims and lack of specific events and contexts. Therefore, the allegations herein are denied.

5. Plaintiff has it on information and belief that Mia Grey, or others placed my name on a "landlord agreement" with out my knowledge or consent.

ANSWER: Respondent lacks information sufficient admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

6. Prior to as well as subsequent to June 8, 1998 Com Ed was informed that under no circumstance were they ever to place a unit in my name with out my express contemporaneous instruction to do so.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

7. Those individuals I have spoke with regarding this include but not limited to, Yovone Meeks, David Scholes, Katherine Combs (June of 2001), Scott Peters, Simone Byvorts, Kathy Check, Mr. McDonald and others. All have been told of the issues contained in this complaint.

ANSWER: To the extent that the allegations in this paragraph lack specific details of the alleged contacts between Complainant and the identified individuals, Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

8. Since June of 1998 I have made several informal complaints to the ICC regarding the actions complained of here in and yet the issue returns once or twice each year.

ANSWER: To the extent that Complainant's allegations describe the existence of any informal ICC Complaints which are matters of public record, Respondent does not dispute such matters and admits the allegations to the limited extent that any informal ICC Complaints are evidenced as matters of public record. Respondent denies all remaining allegations except the limited allegations specifically referred to and admitted above.

9. In each of the subsequent years since 1998 ComEd has interrupted power to Plaintiffs residents for considerable lengths of time in an attempt to force payment of disputed amounts owed by former residents.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph due in part to the non-specific and indefinite nature of the claims and lack of specific events and contexts. Therefore, the allegations herein are denied.

10. In addition, as a result of the actions of Com Ed I have been harassed and threatened by various collection agencies, both by phone and through the mail.

ANSWER: To the extent that the allegations in this paragraph ostensibly relate to alleged contacts made or actions taken by third parties other than Respondent, Respondent lacks

information sufficient to admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

The Following Allegations Concern only the Most Recent Examples of My Complaint

11. On or about June 8th, 2002 I leased apartment 12 at Wentworth Commons to Darlene Mcjunkin.

ANSWER: No response is required to the allegations contained in paragraph 11.

12. Subsequent to June 8 Ms. McJuunkin made complaints that she was unable to have the power switched into her name as per our agreement and that ComEd was going to terminate her service unless I paid amounts owed from the previous resident.

ANSWER: To the extent that the allegations in this paragraph ostensibly relate to alleged contacts or communications between Complainant and a third party other than Respondent, Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

13. On Monday August 5, 2002 plaintiff called ComEd and spoke to Bonnie at ext. 3245 and she verified ComEd's position that unless and until Craig Wetter either deeded the property to the Darlene Mcjunkin or paid \$2000 no one would be able to obtain service at that address.

ANSWER: Respondent lacks information sufficient admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

14. Plaintiff does not have any outstanding balance with ComEd. At this or any other address.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph due in part to the non-specific and indefinite nature of the claims and lack of any reference to a specific address or account. Therefore, the allegations herein are denied.

15. On or about the morning of August 16 of 2002 Plaintiff begin receiving complaints from the residents of Wentworth Commons that their power had been cut.

ANSWER: No response is required to the allegations contained in paragraph 15.

16. The incident of August 16 involved about half a dozen residents none of whom had outstanding balances with Com Ed.

ANSWER: Respondent lacks information sufficient to admit or deny the allegations contained in this paragraph due in part to the non-specific and indefinite nature of the claims and lack of any reference to a specific address or account. Therefore, the allegations herein are denied.

17. Two of those residents subsequently quit the premises with out notice damaging plaintiffs' cash flow.

ANSWER: No response is required to the allegations contained in paragraph 17.

18. Plaintiff has it on information and belief that those residents quit as a direct result of the actions of Com Ed on and subsequent to August 16.

ANSWER: No response is required to the allegations contained in paragraph 18.

19. Plaintiff was told by representatives of Com Ed that \$20,000 was owed on one unit alone. Twenty thousand dollars is about 26 years worth of electric for that unit. Plaintiff has it on information and belief that this and similar information was communicated to the residents who subsequently quit with out notice.

ANSWER: Respondent denies the allegations contained in paragraph 19.

20. On or about January 16th, 2003 with temperatures in the single digits, Com Ed conducted another raid terminating electric service to 2 residents and threatening several others.

ANSWER: Respondent denies the allegations contained in paragraph 20.

21. Plaintiff has it on information and belief that one resident was without heat for 24 hours before power was restored.

ANSWER: Respondent lacks information sufficient admit or deny the allegations contained in this paragraph. Therefore, the allegations herein are denied.

22. The actions complained of herein are were done in both direct and indirect violation of Title 83 Section 280.130 of the Illinois Administrative Code.

ANSWER: Respondent denies the allegations contained in paragraph 22.

23. In the instances complained of herein and in dozens of similar actions going back over four years Com Ed has negligently interfered with Plaintiffs right to lease his property in that they know or should have known that those residents who were disconnected from service had requested electric service and were entitled to same.

ANSWER: Respondent denies the allegations contained in paragraph 23.

24. In terminating service to plaintiffs residents Com Ed knew or should have that those service terminations outlined herein were improper due to information provided by both the resident and the plaintiff in that I repeatedly informed them of who was responsible for service.

ANSWER: Respondent denies the allegations contained in paragraph 24.

SEPARATE DEFENSES APPLICABLE TO CLAIMS

Respondent, COMMONWEALTH EDISON COMPANY, by and through its attorneys, and for its defense to the allegations of the Complaint herein states as follows:

1. The allegations of the Complaint and the prayer for relief in Complainant's RELIEF SOUGHT submission, fail to state a claim or claims upon which relief can be granted.
2. The allegations of the Complaint and the prayer for relief in Complainant's RELIEF SOUGHT submission, request relief in various forms which are beyond the scope and jurisdiction of the Commission.
3. The allegations of the Complaint are barred by the applicable limitations period(s).

WHEREFORE, ComEd respectfully requests that the Commission dismiss the Complaint.

Dated: September 26, 2003

Respectfully submitted,

COMMONWEALTH EDISON COMPANY

By: Paul Wright /s/
One of the Attorneys for
Commonwealth Edison Company

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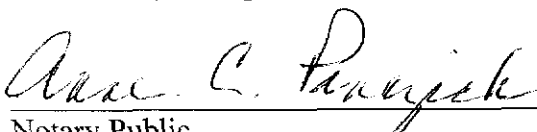
STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

VERIFICATION

I, Michael S. Pabian, being first duly sworn, depose and say that I am an attorney for Commonwealth Edison Company, that I have read the foregoing Answer of Commonwealth Edison Company and that the statements therein contained are true to the best of my knowledge, information and belief.


Michael S. Pabian

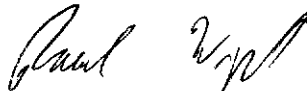
SUBSCRIBED and SWORN to before me
this 29th day of September 2003


Notary Public



CERTIFICATE OF SERVICE

I, Paul Wright, an attorney, do hereby certify that on September 26, 2003, I served a copy of the foregoing Answer upon the following persons by U.S. mail, postage pre-paid.

A handwritten signature in cursive script, appearing to read "Paul Wright", is written over a horizontal line.

Paul Wright

Craig Wetter
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Mendota, Illinois 61342

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